

**Town of Palm Beach
Townwide Overhead Utility Undergrounding
Phase 7 - North
Guaranteed Maximum Price**

From: **Burkhardt Construction, Inc.**
Attn: Marc Kleisley, Vice President
1400 Alabama Ave.
West Palm Beach, FL 33401
Ph: (561) 659-1400
Fax: (561) 659-1402

Owner: **Town Of Palm Beach**
Public Works & Engineering Dept
951 Old Okeechobee Road
West Palm Beach, FL 33401
Tel: (561) 838-5440
Fax: (561) 835-4691

Engineer: **Kimley-Horn & Associates, Inc.**
Attn: Kevin Schanen, P.E.
1920 Wekiva Way, Suite 200
West Palm Beach, FL. 33411
Ph: (561) 845-0665
Fax: (561) 863-8175

Project: **Townwide Overhead Utility Undergrounding - Phase 7 - North**

Plans: Based on bid set of plans & specifications BCI received date 4.28.2023
Complete Plan Log attached

Location: Town of Palm Beach

Proposal Date: 7/14/2023; Rev. 7/25/23

Direct Construction Costs:	\$ 7,997,000.00
General Conditions	\$ 653,282.00
Construction Phase Management Fee	\$ 1,092,000.00
Profit	\$ 730,695.00
Total Guaranteed Maximum Price	\$ 10,472,977.00



Town Of Palm Beach

Phase 7 North Overhead To Undergrounding

7/14/2023

PHASE 7 NORTH BID ANALYSIS

Based On Phase 7 North Overhead To Undergrounding Plans From Kimley Horn Dated BCI Received 04-28-2023, "Bid Set"

Owner: Town Of Palm Beach
951 Old Okeechobee Road
West Palm Beach, FL. 33401

Designer: Kimley Horn & Associates
1920 Wekiva Way, Suite 200
West Palm Beach, FL. 33411

Plans: Phase 7 North Overhead To Undergrounding
BCI Received 04-28-2023

Location: The general description of the area is from Bahama Lane north to Via Marila and all east/west streets in-between.
Palm Beach, FL. 33480

Description	Quantity	U/M	C.R.DUNN	
			UNIT PRICE	\$1,963,135.51
MISCELLANEOUS ITEMS				
NPDES WEEKLY REPORTING	0	EA	BY OTHERS	
NPDES SET UP & MAINTENANCE	1	LS	\$13,910.00	\$ 13,910.00
PERFORMANCE & PAYMENT BONDS	1	LS	\$154,244.00	\$ 154,244.00
MAINTENANCE OF TRAFFIC INCL FLAGMEN	1	LS	\$688,975.00	\$ 688,975.00
REMOVE & RELOCATE EXISTING SIGN & POST	5	EA	\$403.93	\$ 2,019.65
REMOVE & DISPOSE OF EXISTING PAVERS (SHEET C3.15)	25	SF	\$10.00	\$ 250.00
SAWCUT & REMOVE EXISTING ASPHALT (SHEET C3.14)	60	SF	\$7.50	\$ 450.00
REMOVE / RELOCATE / PREP BASE / REINSTALL PAVERS (SHEET 3.07)	37	SF	\$54.00	\$ 1,998.00
COORDINATE WITH FPU. REMOVE ABONDONED GAS MAIN. MUD PLUG ENDS. (SHEET C3.12)	24	LF	\$45.00	\$ 1,080.00
REMOVE & RELOCATE EXISTING IRRIGATION OUTSIDE OF EQUIPMENT AREA (SHEET C3.00)	1	LS	\$600.00	\$ 600.00
REMOVE & DISPOSE OF EXISTING SEAGRAPE TREE (SHEET C3.03)	1	EA	\$1,200.00	\$ 1,200.00
REMOVE EXISTING ARECA PALMS & REPLACE WITH LADY PALMS AFTER TRANSFORMERS ARE ENERGIZED (SHEET C3.05)	2	EA	\$2,500.00	\$ 5,000.00
REMOVE / RELOCATE EXISTING CLUSIA TREE (C3.05)	1	EA	\$7,500.00	\$ 7,500.00
REMOVE & DISPOSE OF EXISTING CHINESE FAN PALM (SHEET C3.11)	1	EA	\$2,800.00	\$ 2,800.00
REMOVE & DISPOSE OF EXISTING TREES (PLAN SHEETS C3.11, 3.18, 3.19, & 3.26)	5	EA	\$3,000.00	\$ 15,000.00
REMOVE & RELOCATE EXISTING PALM CLUSTER (SHEET C3.17)	1	LS	\$3,750.00	\$ 3,750.00
REMOVE EXISTING VEGETATION / HEDGE / TREES AS NECESSARY TO FACILITATE EQUIPMENT INSTALLATION THAT HAS NOT BEEN NOTED IN OTHER BID ITEMS	1	LS	\$15,000.00	\$ 15,000.00
REMOVE & RELOCATE EXISTING CORAL ROCKS (SHEET C3.00 & C3.08)	4	EA	\$500.00	\$ 2,000.00
EXISTING SITE WALL TO BE RELOCATED BY OTHERS	0	EA	BY OTHERS	
REMOVE & RELOCATE EXISTING MAILBOX (SHEETS C3.13, 3.14, & 3.17)	6	EA	\$1,400.00	\$ 8,400.00
REMOVE & DISPOSE OF EXISTING WALL (SHEETS C3.19 & 3.22)	21	LF	\$120.00	\$ 2,520.00
SAWCUT / REMOVE & DISPOSE OF CURB OR ASPHALT / EXCAVATE / SUBGRADE / COMPACT CURB PAD / INSTALL RAISED CURB	273	LF	\$161.57	\$ 44,108.61
	13	LF	\$161.57	\$ 2,100.41
SAWCUT / REMOVE & DISPOSE OF EXISTING VALLEY GUTTER / EXCAVATE / SUBGRADE / COMPACT CURB PAD / INSTALL "F" CURB (SHEET C3.06)	53	LF	\$12.28	\$ 650.84
REMOVE & DISPOSE OF EXISTING FENCE (SHEETS C3.00 & C3.06)	46	LF	\$75.00	\$ 3,450.00
FURNISH & INSTALL NEW FENCE (SHEETS C3.00, C3.06, & C3.12)	2	EA	\$150.00	\$ 300.00
FURNISH & INSTALL TEMPORARY FENCE (SHEET C3.11)	19	LF	\$27.00	\$ 513.00
FURNISH & INSTALL WOOD SHADOWBOX FENCE (SHEET C3.11)	33	LF	\$45.00	\$ 1,485.00
REMOVE & DISPOSE OF EXISTING WOOD SHADOWBOX FENCE (SHEET 3.11)	25	LF	\$16.00	\$ 400.00
REMOVE / RELOCATE EXISTING FENCE (SHEET C3.12)	10	LF	\$75.00	\$ 750.00
LOAD/HAUL/DISPOSE OF SURPLUS FILL	1	LS	\$72,000.00	\$ 72,000.00
PERMANENT ROADWAY TRENCH / BORE PIT / HANDHOLE RESTORATION INCLUDING LINE STRIPING	1	LS	\$781,425.00	\$ 781,425.00
REMOVE / CLEAR / GRUB / DISPOSE OF EXISTING VEGETATION / TREES TO FACILITATE INSTALLATION OF PRIVATE UTILITY CONDUITS & EQUIPMENT	1	LS	\$129,256.00	\$ 129,256.00

Description	Quantity	U/M	C.R.DUNN	
FPL				\$3,111,928.61
INSTALL FPL FURNISHED 1PN1C	2238	LF	\$29.81	\$ 66,714.78
INSTALL FPL FURNISHED 2PN2C	1690	LF	\$34.15	\$ 57,713.50
INSTALL FPL FURNISHED 3PN3C	15092	LF	\$38.40	\$ 579,532.80
INSTALL FPL FURNISHED 4PN4C	690	LF	\$47.93	\$ 33,071.70
INSTALL FPL FURNISHED 5PN5C	73	LF	\$50.09	\$ 3,656.57
INSTALL FPL FURNISHED 6PN6C	20	LF	\$56.70	\$ 1,134.00
INSTALL FPL FURNISHED 1-2-FPL-S	15222	LF	\$30.16	\$ 459,095.52
INSTALL FPL FURNISHED 2-2-FPL-S	4542	LF	\$35.17	\$ 159,742.14
INSTALL FPL FURNISHED 3-2-FPL-S	958	LF	\$39.81	\$ 38,137.98
INSTALL FPL FURNISHED 4-2-FPL-S	415	LF	\$43.98	\$ 18,251.70
INSTALL FPL FURNISHED FNC	7748	LF	\$47.90	\$ 371,129.20
INSTALL FPL FURNISHED SECONDARY WIRE INCLUD'G ALL CONNECTIONS	28841	LF	\$4.76	\$ 137,283.16
INSTALL FPL FURNISHED PRIMARY WIRE INCLUDING ALL CONNECTIONS	54140	LF	\$4.76	\$ 257,706.40
INSTALL FPL FURNISHED FEEDER WIRE INCLUDING ALL CONNECTIONS	7748	LF	\$21.82	\$ 169,061.36
INSTALL FPL FURNISHED A-PHASE PRIMARY SPLICE BOXES INCL. ALL NECESSARY CONNECTIONS AND TIE-INS	5	EA	\$3,827.59	\$ 19,137.95
INSTALL FPL FURNISHED B-PHASE PRIMARY SPLICE BOXES INCL. ALL NECESSARY CONNECTIONS AND TIE-INS	2	EA	\$3,827.59	\$ 7,655.18
INSTALL FPL FURNISHED C-PHASE PRIMARY SPLICE BOXES INCL. ALL NECESSARY CONNECTIONS AND TIE-INS	1	EA	\$3,827.59	\$ 3,827.59
INSTALL FPL FURNISHED B/C-PHASE PRIMARY SPLICE BOXES, ROAD RATED, INCL. ALL NECESSARY CONNECTIONS AND TIE-INS	1	EA	\$4,281.61	\$ 4,281.61
INSTALL FPL FURNISHED A/B-PHASE PRIMARY SPLICE BOXES, ROAD RATED, INCL. ALL NECESSARY CONNECTIONS AND TIE-INS	1	EA	\$4,281.61	\$ 4,281.61
INSTALL FPL FURNISHED A/C-PHASE PRIMARY SPLICE BOXES INCL. ALL NECESSARY CONNECTIONS AND TIE-INS	2	EA	\$4,281.61	\$ 8,563.22
INSTALL FPL FURNISHED A/B/C-PHASE PRIMARY SPLICE BOXES INCL. ALL NECESSARY CONNECTIONS AND TIE-INS	3	EA	\$4,734.00	\$ 14,202.00
INSTALL FPL FURNISHED PRIMARY SPLICE BOXES; INCL. ALL NECESSARY CONNECTIONS AND TIE-INS	2	EA	\$4,734.00	\$ 9,468.00
INSTALL FPL FURNISHED B/C-PHASE PRIMARY SPLICE BOXES INCL. ALL NECESSARY CONNECTIONS AND TIE-INS	2	EA	\$4,281.61	\$ 8,563.22
INSTALL FPL FURNISHED FEEDER SPLICE BOXES INCL. ALL NECESSARY CONNECTIONS AND TIE-INS	8	EA	\$7,921.78	\$ 63,374.24
INSTALL FPL FURNISHED VISTA SWITCH, CONCRETE PADS, AND CHAMBERS; INCL. ALL NECESSARY CONNECTIONS AND TIE-INS	1	EA	\$4,815.00	\$ 4,815.00
INSTALL FPL FURNISHED STANDARD SWITCH, CONCRETE PADS, AND CHAMBERS; INCL. ALL NECESSARY CONNECTIONS AND TIE-INS	6	EA	\$7,590.56	\$ 45,543.36
REMOVE EXISTING HANDHOLE & BACKFILL HOLE	2	EA	\$403.93	\$ 807.86
REMOVE EXISTING HANDHOLE / REPLACE WITH FPL FURNISHED NEW 30" HANDHOLE, INCL. ALL NECESSARY CONNECTIONS AND INTERCEPT EXISTING SERVICE.	5	EA	\$1,875.00	\$ 9,375.00
INSTALL FPL FURNISHED 30" HANDHOLES; INCL. ALL NECESSARY CONNECTIONS, TIE-INS AND INTERCEPT EXISTING SERVICE	4	EA	\$2,830.71	\$ 11,322.84
INSTALL FPL FURNISHED DOUBLE STACKED PAD FOR TRANSFORMER	1	EA	\$250.00	\$ 250.00
INSTALL FPL FURNISHED OPEN DELTA TRANSFORMERS / PADS; INCLUDING GROUND RODS AND ALL CONNECTIONS	11	EA	\$6,226.91	\$ 68,496.01
INSTALL FPL FURNISHED SINGLE PHASE TRANSFORMERS / PADS; INCLUDING GROUND RODS AND ALL CONNECTIONS	41	EA	\$3,438.21	\$ 140,966.61
RELOCATE EXISTING TRANSFORMER (SHEET C3.08)	1	EA	\$3,500.00	\$ 3,500.00
LOOP 1PN1C INTO EXISTING TRANSFORMER	2	EA	\$403.93	\$ 807.86
LOOP 6PN6C INTO EXISTING TRANSFORMER	2	EA	\$646.28	\$ 1,292.56
LOOP PROPOSED FEEDER CONDUIT INTO EXISTING FEEDER SPLICE BOX (SHEET C3.33)	1	EA	\$2,500.00	\$ 2,500.00
LOOP EXISTING FEEDER CONDUIT INTO EXISTING FEEDER SPLICE BOX (SHEET C3.27)	1	EA	\$2,500.00	\$ 2,500.00
LOOP PROPOSED 1-2-FPL-S CONDUIT INTO EXISTING HANDHOLE	7	EA	\$650.00	\$ 4,550.00
LOOP PROPOSED 2-2-FPL-S CONDUIT INTO EXISTING HANDHOLE	14	EA	\$750.00	\$ 10,500.00
LOCATE & INTERCEPT EXISTING FEEDER SPARE, LOOP INTO PROPOSED VISTA SWITCH (SHEET C3.03)	1	EA	\$2,700.00	\$ 2,700.00
LOCATE & INTERCEPT EXISTING FEEDER STUB OUT (SHEET C3.00)	1	EA	\$750.00	\$ 750.00
INTERCEPT EXISTING PRIMARY CONDUIT	2	EA	\$450.00	\$ 900.00
INTERCEPT EXISTING SERVICES	4	EA	\$1,938.84	\$ 7,755.36
FURNISH & INSTALL NIGHTMASTER CONTROLLER INCLUDING ALUMINUM POSTS / GROUND RODS / FOUNDATIONS / BREAKERS / ENCLOSURES / ECT. FOR A COMPLETE SYSTEM. SEE PLAN SHEET C3.08 & C10.08. THIS ALSO INCLUDES THE COMMERCIAL SERVICES WORK AS INDICATED ON PLAN SHEET C10.00.	1	EA	\$15,510.72	\$ 15,510.72
REMOVAL OF ALL RISERS (conduit, wire and u-guard) UP THE POLE FOR BOTH PRIMARY AND SECONDARY. THIS ALSO INCLUDES THE SECONDARY WIRE SPANNING BETWEEN THE POLE AND RESIDENCE	1	LS	\$281,500.00	\$ 281,500.00

Description		Quantity	U/M	C.R.DUNN	
POLE & OVERHEAD WIRE REMOVAL/DISPOSAL COMPLETE		0	EA	BY OTHERS	
AT&T					\$1,659,950.13
FURNISH AND INSTALL 1-1-ATT-S CONDUITS		13,537	LF	\$33.99	\$ 460,122.63
FURNISH AND INSTALL 2-1-ATT-S CONDUITS		421	LF	\$38.21	\$ 16,086.41
FURNISH AND INSTALL 3-1-ATT-S CONDUITS		58	LF	\$42.93	\$ 2,489.94
FURNISH AND INSTALL 1-2-ATT-S CONDUITS		5,589	LF	\$36.03	\$ 201,371.67
FURNISH AND INSTALL 2-2-ATT-S CONDUITS		535	LF	\$26.81	\$ 14,343.35
FURNISH AND INSTALL 3-2-ATT-S CONDUITS		28	LF	\$42.00	\$ 1,176.00
FURNISH AND INSTALL 1-5-ATT-M CONDUITS		9,471	LF	\$67.20	\$ 636,451.20
FURNISH AND INSTALL 2-5-ATT-M CONDUITS		352	LF	\$97.10	\$ 34,179.20
FURNISH AND INSTALL 10" X 15" SERVICE HANDHOLE / NON ROAD RATED TIER 22		42	EA	\$856.00	\$ 35,952.00
FURNISH AND INSTALL 10" X 15" SERVICE HANDHOLE / ROAD RATED / H 20		2	EA	\$2,156.00	\$ 4,312.00
FURNISH AND INSTALL ATT FLUSH VAULT 30"X48"/ ROAD RATED / H20		1	EA	\$10,340.48	\$ 10,340.48
FURNISH AND INSTALL ATT FLUSH VAULT 30"X48" / NON ROAD RATED/ TIER 22.		39	EA	\$5,994.25	\$ 233,775.75
INTERCEPT EXISTING AT&T CONDUITS (Sheet 4.11)		3	EA	\$1,016.50	\$ 3,049.50
RELOCATE EXISTING BURIED AT&T CABLE (SHEETS C3.06 & C3.12)		42	LF	\$150.00	\$ 6,300.00
FURNISH AND INSTALL AT&T PEDESTALS		0	EA	BY OTHERS	
ATT ENGINEERING & INSTALLATION FEES		0	EA	BY OTHERS	
COMCAST					\$1,008,865.72
FURNISH AND INSTALL 1-1-CC-S CONDUITS		6,416	LF	\$32.85	\$ 210,765.60
FURNISH AND INSTALL 2-1-CC-S CONDUITS		1,822	LF	\$38.36	\$ 69,891.92
FURNISH AND INSTALL 3-1-CC-S CONDUITS		464	LF	\$62.95	\$ 29,208.80
FURNISH AND INSTALL 4-1-CC-S CONDUITS		162	LF	\$85.13	\$ 13,791.06
FURNISH AND INSTALL 1-2-CC-M CONDUITS		480	LF	\$36.22	\$ 17,385.60
FURNISH AND INSTALL 1-3-CC-M CONDUITS		12,079	LF	\$43.46	\$ 524,953.34
FURNISH AND INSTALL 2-3-CC-M CONDUITS		2,268	LF	\$59.12	\$ 134,084.16
FURNISH AND INSTALL 4-3-CC-M CONDUITS		7	LF	\$74.78	\$ 523.46
RELOCATE EXISTING BURIED COMCAST CABLE (SHEETS C3.11 & C3.15)		47	LF	\$150.00	\$ 7,050.00
INTERCEPT EXISTING COMCAST CABLE (SHEET 4.15)		1	EA	\$1,211.78	\$ 1,211.78
FURNISH AND INSTALL COMCAST VHUB		0	EA	BY OTHERS	
FURNISH AND INSTALL COMCAST POWER SUPPLY		0	EA	BY OTHERS	
FURNISH AND INSTALL COMCAST LCP		0	EA	BY OTHERS	
FURNISH AND INSTALL COMCAST PEDESTALS		0	EA	BY OTHERS	
COMCAST ENGINEERING & INSTALLATION FEES		0	EA	BY OTHERS	
WATER					\$54,667.21
RELOCATE EXISTING BACKFLOW & MINOR SERVICE LINE WORK		7	EA	\$5,251.03	\$ 36,757.21
REMOVE & DISPOSE OF EXISTING FIRE HYDRANT (SHEET C3.17)		1	EA	\$2,600.00	\$ 2,600.00
FURNISH & INSTALL FIRE HYDRANT ASSEMBLY (SHEET C3.17)		1	EA	\$10,200.00	\$ 10,200.00
FURNISH & INSTALL 6" 90 DEGREE BEND (SHEET C3.17)		1	EA	\$1,470.00	\$ 1,470.00
FURNISH & INSTALL 6" DIP WATERMAIN (SHEET C3.17)		13	LF	\$280.00	\$ 3,640.00
DRAINAGE					\$69,368.00
GROUT FILL & ABANDON IN PLACE THE EXISTING 24" VCP STORM PIPE		757	LF	\$64.00	\$ 48,448.00
MUD PLUG END OF EXISTING 24" VCP STORM PIPE		3	EA	\$3,000.00	\$ 9,000.00
REMOVE & DISPOSE OF MANHOLE TOP		1	EA	\$8,800.00	\$ 8,800.00
REMOVE & DISPOSE OF CONNECTOR PIPE		8	LF	\$390.00	\$ 3,120.00
BID TOTAL AMOUNT					\$7,867,915.18

**Town of Palm Beach
Townwide Overhead Utility Undergrounding
Phase 7 - North**

GENERAL CONDITIONS

From: **Burkhardt Construction, Inc.**
Attn: Marc Kleisley, Vice President
1400 Alabama Ave.
West Palm Beach, FL 33401
Ph: (561) 659-1400
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Owner: **Town Of Palm Beach**
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Project: **Townwide Overhead Utility Undergrounding - Phase 7 - North**

Plans: Based on bid set of plans & specifications BCI received date 4.28.2023

Complete Plan Log attached

Location: Town of Palm Beach

Proposal Date: 7/14/2023; Rev. 7/25/23

Item Description	Amount
BASED ON A 24 MONTH DURATION	
MOBILIZATION (move-in, move-out)	\$0.00
TRANSPORT	\$65.00 / Hr x 0 = \$0.00
EQUIPMENT	\$35.00 / Hr. x 0 = \$0.00
PROJECT FIELD OFFICE	\$129,956.00
OFFICE	\$6,000.00 / mo. x 12 = \$72,000.00
YARD	\$0.00 / mo. x 0 = \$0.00
EMPLOYEE PARKING FEES	\$500.00 / mo. x 0 = \$0.00
WORK PLATFORM FOR YARD	\$200.00 / mo. x 0 = \$0.00
TEMPORARY FENCING FOR YARD	\$500.00 / mo. x 0 = \$0.00
CONSTRUCTION YARD LIGHTING	\$0.00 / mo. x 0 = \$0.00
OFFICE FURNISHINGS	\$500.00 / mo. x 12 = \$6,000.00
COMPUTERS	\$300.00 / mo. x 12 = \$3,600.00
PROCORE SOFTWARE	\$700.00 / mo. x 12 = \$8,400.00
SUBMITTAL SOFTWARE	\$2,000.00 / ls x 0 = \$0.00
COPY MACHINE	\$350.00 / mo. x 12 = \$4,200.00
FAX MACHINE	\$100.00 / mo. x 0 = \$0.00
INTERNET SERVICE	\$150.00 / mo. x 12 = \$1,800.00
CELLULAR TELEPHONE	\$200.00 / mo. x 12 = \$2,400.00
TELEPHONE	\$150.00 / mo. x 12 = \$1,800.00
FEDERAL EXPRESS MAILINGS	\$100.00 / mo. x 0 = \$0.00



POSTAGE	\$50.00 /	mo.	x	0	\$0.00
PHOTOGRAPHS					
AERIAL PHOTOS	\$110.00 /	mo.	x	0	\$0.00
JOB PHOTOS	\$50.00 /	wk	x	0	\$0.00
PRE-CONSTRUCTION VIDEO	\$16,136.00 /	ls	x	1	\$16,136.00
PLAN REPRODUCTION COST/PRINTING	\$200.00 /	set	x	12	\$2,400.00
OFFICE SUPPLIES	\$50.00 /	mo.	x	12	\$600.00
FIRST AID SUPPLIES	\$50.00 /	mo.	x	12	\$600.00
WATER SERVICE	\$35.00 /	mo.	x	12	\$420.00
SANITARY SERVICE	\$50.00 /	mo.	x	12	\$600.00
ELECTRIC SERVICE	\$200.00 /	mo.	x	12	\$2,400.00
GARBAGE SERVICE	\$25.00 /	mo.	x	12	\$300.00
CONSTRUCTION WATER	\$250.00 /	mo.	x	12	\$3,000.00
JOHN DEERE GATOR (1)	\$500.00 /	mo.	x	0	\$0.00
ICE	\$275.00 /	mo.	x	12	\$3,300.00

BONDS

GENERAL BOND	\$10,472,975.00	x	1.25%	\$130,912.19
SUBCONTRACTORS BONDS	INCLUDED IN DIRECT COSTS			\$130,912.19

PARTNERING INITIATIVES

NOTICES, LETTERS, INFORMATION MEETINGS	\$2,500.00
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INSURANCE

GENERAL INSURANCE	\$10,409,937.37	x	1.90%	\$197,788.81	
Commercial General Liability					
Comprehensive Automobile Liability					
Owner Indemnification					
Professional (Errors/Omissions) Liability					
Excess/Umbrella Liability					
ADD'L INSUREDS	\$100.00 /	ea.	x	0	\$0.00
ADDED INSURANCES					
Railroad protective Liability Ins.				NOT INCLUDED	
Builders Risk Insurance				NOT INCLUDED	
Installation Floater				NOT INCLUDED	
Flood Insurance				NOT INCLUDED	
SUBCONTRACTORS' INSURANCE				INCLUDED IN THEIR DIRECT COSTS	

SANITARY SERVICES

JOB TOILET (2ea.)	\$500.00 /	mo.	x	12	\$6,000.00
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TESTING COSTS

DENSITIES					
PRESSURE					
PROCTORS					
BACTERIOLOGICAL					
CONCRETE CYLINDERS					
ENGINEERING & REPORTING					
TV'ING OF INSTALLED LINES	NOT INCLUDED				

FEES

TOPB BUILDING DEPT. PERMIT FEES/REVISION FEES	NONE ANTICIPATED
PERMIT SUBMISSION AND EXPEDITING	BY OTHERS
FDOT GENERAL USE PERMITS	NIC
DEWATERING PERMITS	NO FEE PERMIT
RAILROAD PERMITS	NIC
PALM BEACH COUNTY PERMITS	NIC
CITY OF WEST PALM BEACH PERMITS	NIC



<u>SURVEYING</u>		<u>\$142,000.00</u>
LAYOUT & ASBUILTS	Avirom and Associates, Inc.	\$142,000.00
ALLOWANCE FOR RESTAKING & DRAFTING		SEE DIRECT COSTS
<u>SMALL HAND TOOLS/EQUIPMENT RENTAL</u>		<u>\$0.00</u>
ALLOWANCE (GENERAL)		\$0.00
HANDLING, STORAGE, UN-LOADING OF OWNER DIRECT PURCHASE MATERIALS		N/A
GENERAL CONDITIONS TOTAL		<u><u>\$653,282.00</u></u>



**Town of Palm Beach
Townwide Overhead Utility Undergrounding
Phase 7 - North**

CONSTRUCTION PHASE MANAGEMENT FEE

From: **Burkhardt Construction, Inc.**
Attn: Marc Kleisley, Vice President
1400 Alabama Ave.
West Palm Beach, FL 33401
Ph: (561) 659-1400
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Owner: **Town Of Palm Beach**
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Plans: Based on bid set of plans & specifications BCI received date 4.28.2023

Complete Plan Log attached

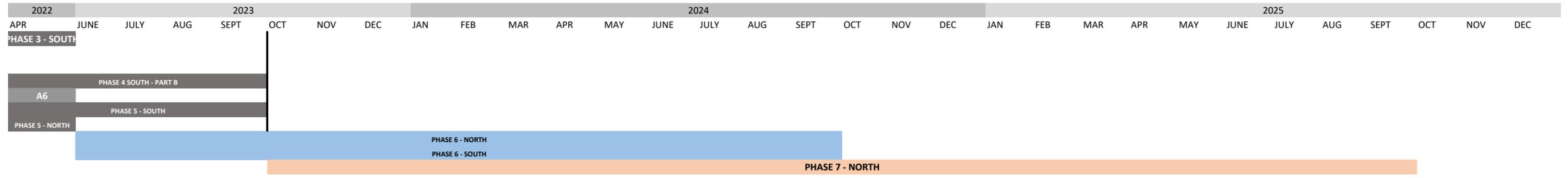
Location: Town of Palm Beach

Proposal Date: 7/14/2023; Rev. 7/25/23

Item Description	PHASE 7 NORTH						Rate/Hr.	Amount		
Based on a 24 month duration - Starting October 1, 2023										
October 2023 thru December 2023	13 weeks									
January 2024 thru December 2024	52 weeks									
January 2025 thru September 2025	39 weeks									
	104 weeks									
	Oct '23 thru Dec '23	Jan '24 thru Dec '24	Jan '25 thru Sept '25							
	Hrs./Week	Weeks	Hrs./Week	Weeks	Hrs./Week	Weeks				
Project Principal	2	13	2	52	5	39	\$ 200.00	\$ 65,000.00		
Senior Project Manager	10	13	10	52	15	39	\$ 150.00	\$ 185,250.00		
Project Manager	15	13	15	52	20	39	\$ 120.00	\$ 210,600.00		
Assistant Project Manager	20	13	20	52	25	39	\$ 90.00	\$ 204,750.00		
Superintendent/Construction Field Manager	20	13	25	52	25	39	\$ 100.00	\$ 253,500.00		
Merchant/Resident Liaison	0	13	0	52	40	39	\$ 75.00	\$ 117,000.00		
Project Accountant	2.5	13	2.5	52	5	39	\$ 90.00	\$ 32,175.00		
Administrative Assistant	2.5	13	2.5	52	8	39	\$ 50.00	\$ 23,725.00		
Field Office Clerk	0	13	0	52	0	39	\$ 50.00	\$ -		
							TOTAL	\$ 1,092,000.00		



MANAGEMENT / GC OVERLAP



Town of Palm Beach
Townwide Overhead Utility Undergrounding
Phase 7 - North

Exceptions & Clarifications - 07/14/2023; Rev. 7/25/23

GENERAL

- 1 Scope of work and quantities are based on Bid Set Plans & Specifications BCI received on 04/28/2023 for the Townwide Overhead Utility Undergrounding - Phase 7 - North. Complete plan log is included with this submittal.
- 2 GMP pricing is based on a project start date of October 02, 2023. Project duration shall be two (2) years or 24 months from notice to proceed.
- 3 G.M.P. does not include a construction contingency for the overhead utility undergrounding. Burkhardt Construction, Inc. recommends that the Town carry a construction contingency. Any savings from unused allowances listed in the direct construction costs will revert back to the Town.
- 4 G.M.P. does not include any capital improvement fees, connection fees or impact fees.
- 5 It is understood that the Direct Construction Cost (Exhibit "A") is unit prices for the work shown in the plans and as modified by these exceptions and clarifications.
- 6 Project master schedule and schedule updates shall be a bar chart schedule acceptable to the Owner prepared by CMAR in house personnel.
- 7 Project Manual as described in the contract shall mean the closeout project manual which shall be updated periodically and presented to the Owner upon completion of the project. The information contained in this manual shall be as requested by the Owner.
- 8 G.M.P. cost estimate does not include additional insurance premiums for naming individual property owners as additional insureds.
- 9 G.M.P. includes all sales tax on materials. If the Town elects to direct Owner purchase the ATT & COMCAST materials, the estimated tax savings will be issued in a deductive change order.
- 10 Utility easements shall be obtained prior to work being performed in that area. If a construction easement has not been obtained it may impact the installation schedule, additional costs may be incurred. Reimbursement of costs may be requested and deemed appropriate, if and only if it is mutually agreed upon by the Town of Palm Beach and Burkhardt Construction. If these costs are deemed appropriate they will be paid from the contingency.



- 11 Burkhardt Construction, Inc. (BCI) is not liable for failure to perform such work or any damages that occur if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster). If BCI asserts Force Majeure as the reason for failure to perform such work or such damages occur as a result of any Act of God, then BCI must prove that they took reasonable steps to minimize delay or damages caused by unforeseeable events, that BCI substantially fulfilled all obligations, and that the owner was timely notified of the likelihood or actual occurrence of the event described as an Act of God (Force Majeure). Any construction related damages that took place as a result, shall be repaired or removed and replaced at the same contract unit prices and shall be paid out of the contingency.
- 12 If the proposed design locations of transformers, vaults and handholes change after conduit installation, then additional costs may be incurred for the relocation. Reimbursement of costs may be requested and deemed appropriate, if and only if it is mutually agreed upon by the Town of Palm Beach and Burkhardt Construction. If these costs are deemed appropriate they will be paid from the contingency.
- 13 In the event that the terms and provisions of all attached Exhibits conflict with or are omitted from the terms and provisions of this Contract, the terms and provisions of the attached Exhibits shall govern with respect to the performance of the work.
- 14 TOPB Building Permits; All permits shall be in hand prior to start of construction.
- 15 The following are part of the G.M.P. in order to facilitate the aggressive work schedule.
 - a. From October 02, 2023 through November 22, 2023 regularly scheduled crew work hours shall be 8:00 AM to 6:00 PM Monday through Friday. From November 23, 2023 through April 7, 2024 regularly scheduled crew work hours shall be from 9:00 AM to 5:00 PM Monday through Friday. From April 8, 2024 through November 27, 2024 regularly scheduled crew work hours shall be 8:00 AM to 6:00 PM Monday through Friday. From November 28, 2024 through April 27, 2025 regularly scheduled crew work hours shall be from 9:00 AM to 5:00 PM Monday through Friday. From April 28, 2025 through September 30, 2025 regularly scheduled crew work hours shall be from 8:00 AM through 6:00 PM Monday through Friday.
 - b. Night, weekend or holiday work beyond the regularly scheduled work hours stated in item a., which may be necessary due to emergency, delay or makeup time, shall be requested on a case by case basis and reviewed/approved by the Public Works Staff. If the Public Works Staff approves the request, the following Town code section shall not apply to the work performed in this GMP. Sec. 42-198(a) Prohibited. During the period of the year commencing on the Monday prior to Thanksgiving of each year and ending April 30, no person shall operate or cause to be operated the following machinery or equipment within the town (1)Dredges, whether used in making hydraulic fills, dry fills, piledriving or any other purpose.(2)Hammer-driven piledrivers, whether operated from water or land, or from motor truck or tractor, and whether stationary or moveable.(3)Gasoline, diesel and/or steam engines, operated in such a manner as to emit odors or noises offensive or disagreeable to the inhabitants of the town.(4)Dry sandblasting machines and jackhammers.(5)Any other class of machinery or appliance that in its operation would render the enjoyment of property within the town less agreeable than if such appliances or machinery were not operated.
 - c. The project will require free and unlimited jobsite access for workmen and deliveries during all authorized work hours.
 - d. The schedule makes no provision for delays caused by named storms.
 - e. The construction contract shall be authorized by the Town Council in the August 2023 Town Council meeting.



- 16 G.M.P. does not include costs for removal / remediation of asbestos cement pipe or any other hazardous materials.
- 17 G.M.P. does not include removal or replacement of any unsuitable subsoils. Demucking is specifically excluded.
- 18 G.M.P. is based upon the use of the Town's property as a construction staging yard located at 6th Street and Dixie Highway, West Palm Beach. The Town & Subcontractor shall agree upon a rental rate for use of said property. Fence rental and storage containers are not included in this GMP.
- 19 Prices are based on re-using excavated material for backfill. No unsuitable subsoil excavation, removal or replacement. Unsuitable soil, if encountered shall be removed, disposed of, replaced as directed by the Owner and billed to the Owner at the actual direct cost.
- 20 G.M.P. is based on the assumption that portions of roadways will be closed to vehicular traffic during some phases of construction. Closures shall be coordinated with the Town and in accordance with the Town's Maintenance of Traffic permit conditions.
- 21 G.M.P. cost estimate does not include any new street signage, posts or line striping other than what has been disturbed due to construction.
- 22 G.M.P. does not include any cost to mill and pave. All areas will be restored with a permanent patch.
- 23 Owner and Construction Manager (the "Parties") acknowledge and agree the GMP and Contract Time as defined in the Agreement do not include any cost impacts or schedule impacts (collectively "Impacts") associated with COVID-19, any other virus, disease, epidemic, or pandemic ("Epidemic"). The Parties agree if Construction Manager's work is delayed, suspended, disrupted, made more expensive, or otherwise adversely impacted, directly or indirectly, by an Epidemic, including, but not limited to the following impacts: (1) material or equipment supply chain disruptions; (2) illness and related costs; (3) unavailability of labor or increased labor costs, including, but not limited to any labor shortage or increased labor costs resulting from loss of labor productivity, strike, lockout or denial of labor by any union or collective bargaining unit, labor force reduction required by the CDC or OSHA guidelines, regulations, or governmental order; (4) government orders, shelter-in-place orders, closures, changes in the law, or other directives or restrictions that impact the work or the Project site; or (5) fulfillment of Construction Manager's contractual obligations regarding safety specific to COVID-19, any Epidemic, or both, then Construction Manager's shall be entitled to an equitable adjustment of the GMP and/or Contract Time for all such impacts. The Parties further agree, Construction Manager's will attempt to exercise due diligence with respect to the selection and management of material suppliers and supply chains in an effort to minimize the risk of disruption; however, Construction Manager does not warrant the performance of material suppliers, supply chains and supply chain management. Likewise, Construction Manager cannot foresee and is not carrying any necessary costs or contingencies for such Impacts and did not include any such Impacts in its GMP proposal for this Project.
- 24 Due to the present volatile nature of the construction market, construction material costs could change substantially during construction. The G.M.P. does not include any assumed material price increases. If any proposed increases are approved, these increases will be paid from the Town's contingency.
- 25 G.M.P. includes an allowance for any repairs / replacement of sanitary service laterals from the private residences to the Town's main that are not located.



- 26 G.M.P. does not include any repairs / replacement to private side gas, propane, or electric service lines to generators that are not located.
- 27 Upon (a) achievement of substantial completion; or (b) achievement of substantial completion of all items for which Burkhardt Construction, Inc. is directly responsible such that the only outstanding items preventing finalization and closeout of the permit are either: (1) items which Owner has separately contracted for, such as installation, connection or repair of cable, telephone, electric, utility, or other similar facilities or services; or (2) items under Burkhardt Construction Inc.'s permit but wholly out of Burkhardt Construction Inc.'s control, such as installation, connection or repair of cable, telephone, electric, utility, or other similar facilities or services; the Owners shall release Burkhardt Construction, Inc., its respective officers, directors, agents and employees (collectively, "BCI") from all liability and indemnify, save, defend, and hold harmless BCI from and against any and all liabilities, damages, claims, losses, and expenses, including reasonable attorney's fees, expenses, and costs (including attorneys' fees, costs and expenses through appeal and attorneys' fees, costs and expenses incurred in establishing the right to and the amount of indemnification) for injury or damages resulting from, arising out of, caused by, or related to the presence of persons or property (other than persons or property under the direct control of BCI) within the boundaries of the location at which BCI performed the Work . This provision shall control over any other provision in the Agreement.

WATER / SEWER / STORM DRAINAGE

- 1 G.M.P. does not include any cost for disposal/treatment of contaminated ground water if encountered during dewatering operations. It is assumed that clean groundwater generated by dewatering operations will be discharged into the existing storm drainage system.
- 2 Cleaning of the existing storm drainage system within the project limits is not included except to the extent caused by contractor negligence that is under the direct supervision of the construction manager.
- 3 G.M.P. does not include any water main work except for the few items noted on the G.M.P. "Bid Set" of drawings.
- 4 G.M.P. cost estimate does not include City of West Palm Beach meter installation and hook-up fees.
- 5 G.M.P. cost estimate does not include any sanitary sewer work.

FRANCHISE UTILITIES

- 1 G.M.P. cost estimate does not include any design, engineering or installation fees which may be charged to the Owner by franchise utility companies. (electric, telephone, cable tv, gas)
- 2 The Construction Manager at Risk shall not assume liability or warranty any work performed by FPL, COMCAST, ATT, FPU and/or their subcontractors.
- 3 The schedule represents the work controlled by the Construction Manager. Should the project exceed the scheduled duration due to the involvement of entities beyond our control (including but not limited to FPL, ATT and Comcast), a "No Fee" time extension for that work shall be issued. "No Fee" specifically refers to the construction phase management fee and profit. Should a "Fee" be requested and deemed appropriate, if and only if it is mutually agreed upon by the Town of Palm Beach and Burkhardt Construction prior to the granted time extension, it shall be paid from contingency.
- 4 The energizing of the new system is dependent on receiving switching orders from FPL. Services cannot be converted until the transformers are "hot".



- 5 G.M.P. does not include FPL, Comcast or ATT's binding cost estimates. These invoices shall be paid directly by the Owner. Once the FPL binding cost estimate is executed and FPL, ATT and Comcast materials are received by the subcontractor the Owner shall then issue the Notice to Proceed.
- 6 G.M.P. cost estimate does not include any ATT or Comcast wire.
- 7 G.M.P. cost estimate does not include any meter can or service disconnect removal and replacements
- 8 G.M.P. cost estimate does not include any rear easement restoration for FPL pole and wire removal.
- 9 G.M.P. cost estimate does not include any demolition and removal of any unknown structures during the installation of the proposed conduit. If encountered the additional work shall be paid from contingency.
- 10 G.M.P. cost estimate does not include any chicanes. If a chicane is required the additional work shall be paid for from the Owner's contingency

ELECTRICAL

- 1 G.M.P. cost estimate does not include street lighting.

LANDSCAPING

- 1 G.M.P. cost estimate does not include any landscape or irrigation maintenance.
- 2 G.M.P. cost estimate does not include any tree trimming except as noted on plans.

